

# EXHIBIT 2



\* 1 0 1 8 5 3 7 8 7 1 \*

DISTRICT COURT  
**F I L E D**

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

JUL - 8 2012

FANNIE WARRIOR,

)

SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLA. TULSA COUNTY

Plaintiff,

)

vs.

PROGRESSIVE INSURANCE COMPANY,

)

Defendant.

)

**OJ-2012-03494**

E. MARK BARCUS

JURY TRIAL DEMANDED

ATTORNEY'S LIEN CLAIMED

PETITION

Plaintiff Fannie Warrior, by and through her attorneys of record, Stauffer & Nathan P.C., hereby  
allege as follows:

1. Plaintiff is a resident of Tulsa County.
2. Defendant, Progressive Insurance Company (hereafter "Progressive"), is an insurance company which is licensed to do business in the State of Oklahoma and does business in Oklahoma and within Tulsa County, Oklahoma.
3. This action arose in Tulsa County.
4. This court has jurisdiction and venue over this action.
5. Plaintiff was insured by Progressive under a personal auto policy number 31002110-007 with the insured vehicle being a 1987 Mercedes Benz 300E bearing serial number WDBEA30D6HA386158.
6. The insurance coverage written and sold by Progressive provided protection from damage or loss to the vehicle caused by a loss "not caused by collision" which included the peril of "theft or larceny". In addition, Progressive issued an Endorsement to the policy entitled "Additional Parts or Equipment Coverage" (ACPE) for which an additional premium was paid by the plaintiff. However, Progressive has failed to honor the terms of that additional coverage.

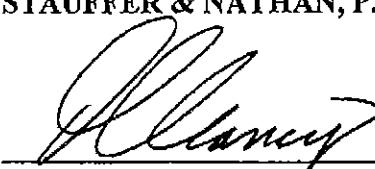
APR 3 PM 3:28

7. By issuing its policy to Plaintiff, Progressive promised Plaintiff it would act in good faith on any claims made by her under the policy.
8. Plaintiff's vehicle was stolen on April 3, 2011 and rendered a total loss.
9. Plaintiff has complied with all requirements under the policy.
10. Progressive acted negligently in the evaluation of plaintiff's claim.
11. Progressive failed to evaluate the Plaintiff's loss in accordance with the terms and conditions of the policy.
12. Progressive's acts in failing to properly apply the terms and conditions of their policy and properly evaluate the Plaintiff's loss is a breach of the Oklahoma Unfair Claims Practices Act, 36 O.S. § 1250.1 *et seq.*
13. Plaintiff has been damaged by Progressive's breach of the insurance policy and its bad faith, and requests actual damages in excess of \$75,000.
14. Defendant's actions were intentional, deliberate and willful. As a result, Plaintiff is entitled to punitive damages as set forth in 23 O.S. § 9.1.

**WHEREFORE**, Plaintiff requests actual damages in excess of \$75,000; punitive damages in an amount to be determined by the jury in excess of \$75,000, attorneys fees, costs and all other relief to which they are entitled.

Respectfully submitted,  
**STAUFFER & NATHAN, P.C.**

By:

  
Neal E. Stauffer, OBA No. 13168  
Jody R. Nathan, OBA No. 11685  
Timothy P Clancy, OBA No. 14199  
P.O. Box 702860 Tulsa, OK 74170-2860  
Telephone (918) 592-7070 Fax (918) 592-7071  
*Attorneys for Plaintiff*